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EXAMINER

FIELDS, BENJAMIN S

ART UNIT

PAPER NUMBER

3684

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DELIVERY MODE

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PAPER

**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

<b>Office Action Summary</b>	<b>Application No.</b> 10/784,968	<b>Applicant(s)</b> COLMAN ET AL.	
	<b>Examiner</b> BENJAMIN S. FIELDS	<b>Art Unit</b> 3684	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

### Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

### Status

- 1) ☒ Responsive to communication(s) filed on 03 June 2009.
- 2a) ☒ This action is **FINAL**.                      2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

### Disposition of Claims

- 4) ☒ Claim(s) 1-3,5-18,20-25,27-47,49-62,64-69,71-84,86-88 and 93-97 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-3,5-18,20-25,27-47,49-62,64-69,71-84,86-88 and 93-97 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

### Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 25 February 2004 is/are: a) ☒ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

### Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All    b) ☐ Some \*    c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
  2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- \* See the attached detailed Office action for a list of the certified copies not received.

### Attachment(s)

- |  |   |
|--|---|
| 1) <input type="checkbox"/> Notice of References Cited (PTO-892)                     | 4) <input type="checkbox"/> Interview Summary (PTO-413)           |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | Paper No(s)/Mail Date. _____                                      |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08)          | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| Paper No(s)/Mail Date _____  | 6) <input type="checkbox"/> Other: _____                          |

## DETAILED ACTION

### *Introduction*

1. The following is a **FINAL** Office Action in response to the communication received on 3 June 2009. Claims 1-3, 5-18, 20-25, 27-47, 49-62, 64-69, 71-84, 86-88, and 93-97 are now pending in this application.

### *Response to Amendments*

2. The Examiner removes the originally asserted 35 U.S.C. 101 rejection of Claims 1-3, 5-18, 20-25, 27-47, 49-62, 64-69, 71-84, 86-88, and 93-97 in view of the Applicants amendment of the Claims.

3. The Examiner removes the originally asserted 35 U.S.C. 112 rejection of Claim 94 in view of the Applicants amendment and remarks regarding Claim 94.

4. The Examiner removes the objection to the drawings in view of the Applicants filing of replacement drawings 3 June 2009.

5. Applicants Amendments to Claims 1-97 has been acknowledged in that: **Claims 1-3, 7-10, 13-14, 16, 18, 20, 23, 30-33, 36, 38, 40-42, 45-47, 52-54, 56-58, 60, 62, 64, 67-68, 74-77, 80, 82, 84, 86, and 93-97 have been newly amended; NO Claims have been newly canceled; NO Claims have been newly added;** hence, as such, **Claims 1-3, 5-18, 20-25, 27-47, 49-62, 64-69, 71-84, 86-88, and 93-97 are pending in this application.**

***Claim Rejections - 35 USC § 103***

6. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

7. Claims 1-3, 5-18, 20-25, 27-47, 49-62, 64-69, 71-84, 86-88, and 93-97 are rejected under 35 U.S.C. 103(a) as being unpatentable over Mahoney et al. (US Pat. No. 7,287,008), [hereinafter Mahoney] in view of Official Notice.

Referring to Claim 1: Mahoney discloses a computer implemented method for real estate loan administration, wherein the method is carried out, at least in part, using a system comprising a computer processor, the method comprising the steps of: registering, through the computer processor with the system for real estate loan administration wherein at least one loan is identified (Mahoney: Figures 1-2; Column 2, Lines 15-65); identifying one or more participants associated with the at least one loan to join the system for real estate loan administration (Mahoney: Abstract; Figure 12; Column 1, Line 63-Column 3 Line 15); assigning, through the computer processor, one or more of privileges and roles to each of the one or more participants (Mahoney: Figures 11-12); managing the at least one loan via the computer processor of the system through an online interface wherein data associated with the at least one loan may be accessed and viewed according to user input (Mahoney: Figures 1-2; Column 2, Lines 25-58; Column 3, Lines 5-15; Column 5, Line 13-Column 6, Line 21); performing, by the computer processor, one or more actions concerning the at least one loan

wherein the one or more actions submitting information to a receiving entity (Mahoney: Column 5, Line 53-Column 6, Line 21; Column 11, Line 35-Column 12, Line 18); specifying, through the computer processor, one or more [triggering] events associated with the at least one loan (Mahoney: Column 1, Line 67-Column 2, Line 67); specifying, through the computer processor, one or more contacts to be notified after an occurrence of the one or more [triggering] events (Mahoney: Column 1, Line 67-Column 2, Line 67); and specifying, through the computer processor, one or more preferred modes of notification for the one or more contacts at the occurrence of the one or more [triggering] events (Mahoney: Figures 9, 11-12; Column 1, Line 67-Column 2, Line 67).

Mahoney, however, does not expressly discuss a method wherein the one or more actions comprise at least submitting one or more draw requests or specifically utilize the term “trigger”.

The Examiner takes Official Notice that it is a notoriously old and well known fact that within a method and system as taught by Mahoney for loan organization and underwriting, that it would be obvious to include or interchangeably use the terms “draw”, “requests”, “draw requests”, and “trigger”.

At the time of invention it would have been obvious to one of ordinary skill in the art to modify the system and method of Mahoney for loan organization and underwriting to allow the one or more actions to comprise at least submitting one or more draw requests for the purposes of providing users varied methods of choices and financial models (Mahoney: Column 1, Line 63-Column 2, Line 11).

Referring to Claim 2: Mahoney teaches a method wherein the step of managing further comprises the step of: accessing, by the computer processor, loan data specific for the at least one loan wherein loan data comprises one or more of insurance data, interest data and budget summary data (Mahoney: Column 2, Line 59-Column 3, Line 4; Column 8, Lines 55-64).

Referring to Claim 3: Mahoney discusses a method wherein the step of managing further comprises the step of: accessing, by the computer processor, collateral data associated with the at least one loan (Mahoney: Column 4, Line 65-Column 5, Line 12).

Referring to Claim 5: Mahoney discusses the limitations of Claim 1.

Mahoney, however, does not expressly teach a method wherein the one or more draw requests comprises line item draw requests.

The Examiner takes Official Notice that it is a notoriously old and well known fact that within a method and system as taught by Mahoney for loan organization and underwriting, that it would be obvious to include an option to facilitate draw requests by line item.

Referring to Claim 6: Mahoney shows the limitations of Claim 1.

Mahoney, however, does not expressly disclose a method wherein the one or more draw requests comprises unit draw requests for one or more of new starts and existing units.

The Examiner takes Official Notice to the fact that within a method and system as taught by Mahoney for loan organization and underwriting, it would be obvious to include an option to facilitate unit draw requests.

Referring to Claim 7: Claim 7 parallels the limitations of Claim 2. As such, Claim 7 is rejected under the same basis as is Claim 2 as mentioned supra.

Referring to Claim 8: Mahoney discusses a method further comprising the step of: requesting, through the computer processor, one or more reports to be generated for the at least one loan based on one or more user defined specifics (Mahoney: Column 5, Lines 13-47; Column 12, Line 58-Column 13, Line 8).

Referring to Claim 9: Mahoney shows a method wherein the step of performing one or more actions comprises the step of: adding, through the computer processor, collateral data for at least one new collateral associated with the loan (Mahoney: Column 8, Lines 55-64).

Referring to Claims 10-13: Claims 10-13 reflect the limitations of Claim 3. As such, Claims 10-13 are rejected under the same basis as is Claim 3 as mentioned supra.

Referring to Claim 14: Mahoney discusses a method further comprising the step of: updating, through the computer processor, data associated with the at least one loan; and importing, by the computer processor, the updated data to a receiving entity (Mahoney: Column 5, Line 53-Column 6, Line 21; Column 11, Line 35-Column 12, Line 18).

Referring to Claim 15: Claim 15 parallels the limitations of Claims 3 and 11. As such, Claim 15 is rejected under the same basis as are Claims 3 and 11 as mentioned supra.

Referring to Claim 16: Mahoney shows a method further comprising the step of: updating, through the computer processor, data associated with the at least one loan; specifying, through the computer processor, one or more filters to be applied to the updated data; and exporting, by the computer processor, the filtered updated data from the system for real estate loan administration to a remote device (Mahoney: Figure 1; Column 5, Lines 13-65; Claims 1, 18).

Referring to Claim 17: Claim 17 reflects the limitations of Claim 11. As such, Claim 17 is rejected under the same basis as is Claim 11 as mentioned supra.

Referring to Claim 18: Mahoney teaches a method wherein the remote device comprises one or more of a personal computer, personal digital assistant and wireless device (Mahoney: Figure 1; Column 5, Lines 13-66; Claims 1, 18).

Referring to Claim 20: Claim 20 parallels the limitations of Claims 3 and 11. As such, Claim 20 is rejected under the same basis as are Claims 3 and 11 as mentioned supra.

Referring to Claim 21: Mahoney discusses a method wherein one or more documents may be shared simultaneously with the authorized one or more participants via a common online interface (Mahoney: Figures 1-2; Column 3, Lines 5-15).

Referring to Claim 22: Mahoney discloses a method wherein the receiving entity is a lender entity (Mahoney: Column 10, Lines 44-60).



Referring to Claims 23-25, 27-35, 37-39, and 41-44: Claims 23-25, 27-35, 37-39, and 41-44 are the system for the method of Claims 1-3, 7-13, 15-17, and 20-22. As such, Claims 23-25, 27-35, 37-39, and 41-44 are rejected under the same basis as are Claims 1-3, 7-13, 15-17, and 20-22 as mentioned supra.

Referring to Claims 36, 58, and 60: Claims 36, 58, and 60 reflect the limitations of Claim 14. Hence, Claims 36, 58, and 60 are rejected under the same basis as is Claim 14 as mentioned supra.

Referring to Claims 40, 62, and 84: Claims 40, 62, and 84 parallel the limitations of Claim 18. Hence, Claims 40, 62, and 84 are rejected under the same basis as is Claim 18 as mentioned supra.

Referring to Claims 45-47, 49-57, 59-61, and 64-66: Claims 45-47, 49-57, 59-61, and 64-66 teach methods which parallel the limitations of Claims 1-3, 7-13, 15-17, 20-25, 29-35, 37-39, and 41-44. As such, Claims 45-47, 49-57, 59-61, and 64-66 are rejected under the same basis as are Claims 1-3, 7-13, 15-17, 20-25, 29-35, 37-39, and 41-44 as mentioned supra.

Referring to Claims 67-69, 71-79, 81-83, and 86-88: Claims 67-69, 71-79, 81-83, and 86-88 are the system for the method of Claims 45-47, 51-57, 59-61, and 64-66. As such, Claims 67-69, 71-79, 81-83, and 86-88 are rejected under the same basis as are Claims 45-47, 51-57, 59-61, and 64-66 as mentioned supra.

Referring to Claims 93-97: Claims 93-97 are directed towards an article of manufacture, a computer readable medium, and a computer implemented system for

the execution of the method of Claim 1. As such, Claims 93-97 are rejected under the same basis as is Claim 1 as mentioned supra.

### ***Response to Arguments***

8. Applicants arguments filed 3 June 2009 have been fully considered but have been found to be **moot** and **non-persuasive**. Applicants argue:

#### **Argument**

##### ***The Official Notice Regarding Draw Requests is Incorrect and is Traversed***

On page 14 of the Office Action, the Examiner provides remarks on Applicant's arguments concerning Official Notice and draw requests ("argument A"). Applicant respectfully disagrees with the Examiner's arguments. As the Examiner admits, "Mahoney does not expressly disclose or utilize the term 'draw request.'" The Examiner alleges that "it is a notoriously old and well known fact that within a method and system as taught by Mahoney for loan origination and underwriting, that it would be obvious to include or interchangeably use the term 'draw requests'." Office Action, p. 14. The Examiner then continues and details the disclosure of Mahoney, ultimately concluding that "a user would then apply for a loan and at some point provide a draw request (amount) in order to have funds distributed to parties involved in the loan. The Examiner's admission concerning the disclosure of Mahoney counters the Examiner's own allegations. Mahoney "encompasses a data acquisition computer program

required for compiling loan origination information including financial and physical information ... together with a credit request and loan application." The Examiner notes that Mahoney discloses that the documents may be "pre-formatted and auto-populated." Col. 2, lines 51-52. None of this disclosure relates to draw requests, which, as Applicant has previously stated, and the Examiner notes on p. 14 of the Office Action, are used in the administration of the loan, following the approval and underwriting process, to distribute funds to parties involved in the loan, such as vendors associated with a construction project. Furthermore, the Examiner's own previous admissions that draw requests may not be a typical part of the origination and underwriting process (Office Action mailed September 22, 2008, p. 11) conflicts with asserting that the inclusion of draw requests would be well known or be common knowledge in the art "capable of instant and unquestionable demonstration as being well known." See MPEP§ 2144.03(A): Mahoney would involve substantial changes to implement such a feature, a fact that Applicant has previously noted, and the Examiner has failed to address. Mahoney ultimately discloses generating a loan origination and underwriting report. See, e.g., Mahoney claim 1. Therefore, to include draw requests in Mahoney would not be well known or recognizable to one skilled in the art. Applicant requests that the Examiner provide documentary evidence supporting the Official Notice as alleged in the Office Action. The Examiner's allegations are based upon improper hindsight of combining the elements of the claimed invention into Mahoney. The Examiner has failed to "set forth explicitly" the basis of reasoning for the Official Notice and has not provided "specific factual findings predicated on sound technical and

scientific reasoning to support" his conclusion. See MPEP §2144.03B. In the Examiner's own words "[w]hile draw requests may not be a typical part of the origination and underwriting process." Office Action mailed September 22, 2008, p. 11. This statement in the Office Action confirms the Applicant's position. If draw requests are not a typical part of the origination and underwriting process, how can the use of draw requests be capable of instant and unquestionable demonstration?

*Mahoney Fails to Render Independent Claim 1 Obvious*

Regarding independent claim 1, Mahoney does not disclose "assigning one or more of privileges and roles to each of the one or more participants." Applicant maintains the position (from the previous Office Action) that Mahoney fails to disclose this element or render this element obvious. Figure 11 of Mahoney depicts "an example of a deal analysis screen." Col. 11, line 16. Figure 12 depicts "an example suite of loan application screens." Col. 11, lines 36-37. Neither Figure depicts *assigning privileges and roles* to each of the participants. These Figures merely disclose information screens regarding the deal and loan. The terms *privileges and roles* are not found on these Figures, nor in the text of Mahoney. The only *participant* shown is in Figure 12 ("Borrower"). No other participants are depicted. The Examiner alleges that "it is obvious for the assignment of privileges and roles to each of the participants involved in a transaction taught *[sic]*, let alone within the disclosure of Mahoney." Office Action, p. 18. The Examiner continues that "while the express term 'privilege' and/or 'role' may not be found in these Figures, the drawings show, to one of ordinary skill in the art that the parties involved share an assignment of privileges and roles." *Id.* These two

allegations by the Examiner directly counter to one another. If the Figures of Mahoney fail to disclose even the terms of the claim, there is no suggestion or motivation regarding the disclosure of the claim elements in Mahoney. Therefore, one of ordinary skill in the art would not understand that the parties involved "share an assignment of privileges and roles." Furthermore, the claim does not recite a *sharing an* assignment of privileges and roles but "assigning one or more of privileges and roles to each of the one or more participants." Applicant submits that Mahoney lacks the positive recitation of *assigning*. Additionally, incorporating such a feature into Mahoney would require substantial modifications and changes to Mahoney's disclosure. Therefore, Mahoney fails to disclose or render obvious at least this element of the claimed invention. Also, Mahoney has further deficiencies as discussed below.

*Applicant Traverses the Reliance Upon Official Notice*

On page 7 of the Office Action, the Examiner admits the Mahoney fails to expressly disclose "a method wherein the one or more action comprise at least submitting one or more draw requests or specifically utilize the term 'trigger'." The Examiner relies upon Official Notice that it is a notoriously old and well known fact that within a method and system as taught by Mahoney for loan organization and underwriting, that it would be obvious to interchangeably use the terms 'draw' or 'requests', 'draw requests', and 'trigger'. Applicant respectfully traverses this Official Notice. The Examiner is alleging that this series of diverse terms is interchangeable. Applicant submits that "draw" and "draw request" have certain meanings in relation to loans, such as construction loans, that one of ordinary skill in the art would appreciate. Replacing "draw requests" with

"requests" in claim 1, for example, would alter the meaning of the claim. For example, claim 1 recites, *inter alia*, "submitting one or more draw requests." If the word "draw" is deleted from the claim element, the claim would be altered in meaning. Likewise, if "draw request" was replaced with "trigger" the claim would also be altered in meaning and would read "submitting one or more triggers." Furthermore, Applicant notes that "draw request" and "triggering events" appear in different claim elements, indicating different usage of the terms. The Examiner appears to be failing to give the claims a reasonable interpretation in view of the specification, as required during examination. Therefore, Applicant requests the Examiner produce documentary evidence supporting the Official Notice. Furthermore, in accordance with obviousness standards, a claimed invention combining multiple known elements is not rendered obvious simply because each element was known independently in the prior art, rather, there must still be some "reason that would have prompted" a person of ordinary skill in the art to combine the elements in the specific way that he or she did. Here, the claimed invention is structured in a particular way, combining certain elements. The Examiner has failed to provide any reason the aforementioned terms are interchangeable as alleged by the Examiner and would be obvious to use interchangeably. Accordingly, Applicant submits that Mahoney in combination with Official Notice fails to present a *prima facie* case of obviousness for at least claim 1 and Applicant respectfully requests the withdrawal of the obviousness rejection thereof.

**Regarding Argument**

The Examiner respectfully disagrees. The Examiner's admission concerning the disclosure of Mahoney does not counter the Examiner's own allegations (See at least Mahoney: Column 1, Line 63-Column 2, Line 67). The Examiner's previous admissions that draw requests may not be a typical part of the origination and underwriting process (Office Action mailed September 22, 2008, p. 11) pertain to the fact that a draw request, as most reasonably interpreted and as understood to one of ordinary skill in the art would come to understand, simply means some request enacted throughout the process of a loan, whether that be at the beginning, end, or even before the initiation of such loan. A user would then apply for a loan and at some point provide a draw request (amount) in order to have funds distributed to parties involved within the loan. As such, Mahoney would not require or even involve any substantial change to implement such a feature. Mahoney discloses generating a loan origination and underwriting report. One of ordinary skill in the art would understand that such draw request, as mentioned supra, simply means some request enacted throughout the process of a loan, whether that be at the beginning, end, or even before the initiation of such loan. Therefore, to include draw requests in Mahoney would be well known and recognizable to one skilled in the art.

Figure 11 of Mahoney depicts a deal analysis screen. As such, one of ordinary skill in the art would understand that there must be participants involved. Such allegation by the Examiner does not counter the other. Although the figures of Mahoney may not expressly show the terms of the claim, there is suggestion or motivation regarding the disclosure of such claim elements in Mahoney.

Furthermore, the claims recite “assigning one or more of privileges and roles to each of the one or more participants.” See Mahoney: Figures 11, 12; where Figure 11 depicts “a deal analysis screen” and Figure 12 depicts “a suite of loan application screens”. It is obvious for the *assignment of privileges and roles* to each of the participants involved in a transaction taught, let alone that within the disclosure of Mahoney. Indeed, these Figures disclose information screens regarding the deal and loan, and, while the express term “*privilege*” and/or “*role*” may not be found on these figures, the drawings show, to one of ordinary skill in the art that the parties involved share an *assignment of privileges and roles*.

Specifically regarding Mahoney failing to disclose “one or more triggering events associated with the at least one loan”, per Applicants specification found at least on page 33, line 16 through page 34, line 12, a trigger event is shown to be any of a draw request, draw approval, LIBOR, interest rate increase/decrease, and other actions or occurrences associated with real estate loan administration. Indeed, Mahoney shows an application of trigger events *associated* with at least one loan within its disclosure.

Per Applicants, “The Examiner is alleging that this series of diverse terms is interchangeable. Applicant submits that “draw” and “draw request” have certain meanings in relation to loans, such as construction loans, that one of ordinary skill in the art would appreciate. Replacing “draw requests” with “requests” in claim 1, for example, would alter the meaning of the claim. For example, claim 1 recites, inter alia, “submitting one or more draw requests.” If the word “draw” is deleted from the claim element, the claim would be altered in meaning. Likewise, if “draw request” was



replaced with "trigger" the claim would also be altered in meaning and would read "submitting one or more triggers." The Examiner notes that the Applicants do not understand the reasoning surrounding such remark. The Examiner's comment regarding interchangeable terms pertains to the terms "draw", "request" and "draw request". Additionally, the Examiner has more that adequately enough given the claims a reasonable interpretation in view of the specification, as required during examination. However, Applicants need to adequately recite the claim limitations in view of the meanings laid out within the specification. The Examiner notes that the Official Notice taken has been done so in view of terminology, not for prior art replacement.

9. Thus, any additional arguments filed 3 June 2009 have been fully considered but have been found to be **moot** and **non-persuasive**. Additionally, as the remaining claims depend directly or indirectly from the independent claims mentioned/discusses above, the Examiner maintains all previously asserted rejections.

### ***Conclusion***

10. Accordingly, **THIS ACTION IS MADE FINAL**. Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire **THREE MONTHS** from the mailing date of this action. In the event a first reply is filed within **TWO MONTHS** of the mailing date of this final action and the advisory action is not mailed until after the end of the **THREE-MONTH** shortened statutory period, then the

shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

Any inquiry concerning this communication should be directed to BENJAMIN S. FIELDS at telephone number 571.272.9734. The examiner can normally be reached MONDAY THRU FRI between the hours of 9AM and 7PM. If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, KAMBIZ ABDI can be reached at 571.272.6702. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

Benjamin S. Fields

7 October 2009

Application/Control Number: 10/784,968  
Art Unit: 3684

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/Nga B. Nguyen/

Primary Examiner, Art Unit 3684